EQUITY — JURISDICTION — STIPULATION IN CONTRACT FOR RELIEF BY INJUNCTION. — The defendant contracted to sing in the plaintiff's troupe, one clause of the agreement being that the defendant's services were of so special a character that the plaintiff should be entitled, in case of breach, to enjoin the defendant's singing for any other person. *Held*, that the plaintiff is not entitled to an injunction. *Dockstader* v. *Reed*, 121 N. Y. App. Div. 846.

The refusal to grant an injunction in the present case seems a proper exercise of the court's discretion. For a discussion of the principles involved, see 21 HARV. L. REV. 368.

FEDERAL COURTS — JURISDICTION — WHAT CONSTITUTES A CONTROVERSY. — The complainants in a certain litigation had demanded payment of a debt due them and had been refused. The respondent, when sued, admitted all the allegations of the complainants' bill and joined in asking for a receiver for its property. The petitioner here sought to compel the circuit court to dismiss the complaint on the ground that there was no "controversy" between the parties as required by the statute defining the jurisdiction of the circuit court. 1 U. S. COMP. STAT., 507, 508. *Held*, that there was a controversy between the parties within the meaning of the statute. *Re Metropolitan Railway Receivership*, 208 U. S. 90.

Controversy does not include criminal cases, but only applies to civil suits. See *Matthews* v. *Noble*, 55 N. Y. Supp. 190. After a judgment has been paid and extinguished, no controversy remains upon which to predicate jurisdiction in an appellate court. *Dakota County* v. *Glidden*, 113 U. S. 222. Nor does one exist when the litigation is collusive, or controlled on both sides by the same person, or is based on a mere moot question not involving any right in the plaintiff. *Tenn., etc., Ry. Co.* v. *Southern Tel. Co.*, 125 U. S. 695; *Tyler* v. *Judges*, 179 U. S. 405. The court interprets "controversy" as meaning an unsatisfied justiciable claim. The existence of the latter does not depend upon the nature of the defendants' reply, but upon some previously existing state of facts. For it is absurd to say that the defendant can conclusively show that the plaintiff has no such claim by a plea admitting his every allegation. The petitioner's contention that no controversy exists where no issue is raised by pleadings would prevent judgments by consent or by default in the federal courts, and would weaken the entire statute by leaving federal jurisdiction to the caprice of the defendant. In the only case found where this argument has been made, it was dismissed with slight consideration. See *Hickman* v. *B. & O. Ry. Co.*, 30 W. Va. 296, 299.

FEDERAL COURTS — RELATIONS OF STATE AND FEDERAL COURTS — RETENTION OF JURISDICTION AFTER TERMINATION OF RECEIVERSHIP. — A railroad, after making mortgages, issued unsecured bonds and later consolidated with another railroad on terms which were held by the state court to give the bondholders a lien on the equity of redemption. The federal court held that a lien was not created. Other consolidations and mortgages followed, and later a receiver was appointed by a federal court. After foreclosure of all the mortgages, the property was sold and delivered to the defendant, but the court reserved jurisdiction until all claims against the property should be fully paid, with power of resale on default. After this decree the plaintiff obtained a judgment and an order of sale from a state court. *Held*, that the state court was without power to decree a sale of the property. *Wabash R. R. Co.* v. *Adelbert College*, 208 U. S. 38. See NOTES, p. 433.

HUSBAND AND WIFE — PROPERTY ACQUIRED BY HUSBAND AND WIFE — APPLICATION OF DOCTRINE OF TENANCY BY ENTIRETIES TO PERSONALTY. — A husband and wife sold land owned by them as tenants by entireties, taking a mortgage and bond payable to husband and wife. The latter died, and afterwards the bond was paid. *Held*, that one half the proceeds belongs to the wife's legal representatives. *In re Baum*, 106 N. Y. Supp. 113 (App. Div.).

At common law a conveyance of land to husband and wife makes them each tenant of the whole with survivorship, and owing to the suspension of the wife's

individuality they can hold in no other way. *Stuckey* v. *Keefe's Ex'r*, 26 Pa. St. 397. Though statutes emancipating the wife made tenancy by entireties no longer the only possible tenancy on a grant to husband and wife, some courts still continue to construe such grants as formerly. *Fisher* v. *Provin*, 25 Mich. 347. Others, however, have abandoned that construction. *Cooper* v. *Cooper*, 76 Ill. 57. The rule, therefore, where established in the case of realty seems merely a survival, furnishing no vigorous analogy to govern personalty. Furthermore, equity never favored survivorships. *Petty* v. *Styward*, 1 Ch. Rep. 57. And since the married women's acts are founded on equity rules, it would seem that there should not be an exceptional rule as to survivorship between husband and wife in the case of personalty. There is a conflict, but the result of the principal case is justified. *In re Albrecht*, 136 N. Y. 91; *Wait* v. *Bovee*, 35 Mich. 425; *contra*, *Johnson* v. *Lusk*, 6 Cold. (Tenn.) 113. The cases opposed are founded on a presumed analogy to the case of realty.

ILLEGAL CONTRACTS — CONTRACTS AGAINST PUBLIC POLICY — PROMISE TO MARRY AFTER DEATH OF EXISTING WIFE. — The defendant promised to marry the plaintiff after the death of his wife, the plaintiff being aware that the defendant then had a wife. *Held*, that the contract is void as against public policy. *Wilson* v. *Carnley*, 24 T. L. R. 277 (Eng, Ct. App., Jan. 31, 1908).

This decision reverses the decision of the lower court, criticized in 21 HARV. L. REV. 58.

INTERNATIONAL LAW — NATURE AND EXTENT OF SOVEREIGNTY — EXTRATERRITORIAL JURISDICTION. — In an appeal from a judgment of the United States Court for China, the defendant maintained that the court was without jurisdiction because the offense charged was not a crime under the Act of June 30, 1906, establishing the court. *Held*, that, as the offense is a crime at common law within the meaning of the act, the court has jurisdiction. *Biddle* v. *United States*, 156 Fed. 759 (C. C. A., Ninth Circ.). See NOTES, p. 437.

INTERSTATE COMMERCE — CONTROL BY CONGRESS — REGULATION OF INDEPENDENT INTRASTATE CARRIER. — The Safety Appliance Act provides that carriers shall equip their cars used in moving interstate commerce with automatic couplers. The defendant company operated a narrow gauge road entirely within the state, independent of through traffic and joint rate arrangements with contiguous carriers. For every shipment, separate bills of lading were issued on local rates. A certain shipment from without the state was carried on a car unequipped with automatic couplers. *Held*, that the defendant company is engaged in interstate commerce and subject to the Safety Appliance Act. *United States* v. *Colorado & N. W. R. Co.*, 157 Fed. 321 (C. C. A., Eighth Circ.).

The case holds that the carriage of a package from a place of shipment without the state to its final destination cannot be divided into an interstate and intrastate journey by the efforts of an independent intrastate carrier seeking to maintain a position as such. It follows, therefore, that the final destination designated by the consignor gives the shipment a continuous interstate character. See 20 HARV. L. REV. 652. An opposite result would greatly narrow the scope of federal regulation of interstate commerce. For example, under the Wilson Act liquors carried into a state become subject to the police power thereof upon arrival. But the courts have held that arrival means the final destination reached, thus guarding the inviolability of interstate commerce, as such, to this point. *American Ex. Co.* v. *Iowa*, 196 U. S. 133. If the intrastate carrier could determine at what point these imports became part of the general state property and hence amenable to state control for confiscation or taxation, these decisions would seem ineffective. A contrary result has been reached by construing the Safety Appliance Act as applicable only to carriers within the provisions of the Interstate Commerce Act. *United States* v. *Geddes*, 131 Fed. 452. But on the unequivocal language of this statute, its application is rightly extended to all carriers handling interstate shipments.